

BEFORE THE

Federal Communications Commission

WASHINGTON, D. C. 20554

RECEIVED

JUL 30 1993

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

2.

1. The Parties will file a joint petition ("Joint Petition") with the Commission pursuant to Section 73.3525 of the Commission's Rules on or before July 30, 1993, which will request that the Presiding Administrative Law Judge:

- (a) approve this Agreement;
- (b) dismiss the Casagrande application with prejudice; and
- (c) grant the Scantland application.

The Parties shall file with the Joint Petition a copy of this Agreement, together with all supporting documentation required by Section 73.3525 of the Commission's Rules.

2. Scantland agrees to pay to Casagrande, by certified or cashier's check or by wire transfer, as consideration for the foregoing and for the performance of the obligations of Casagrande hereunder, the amount of THIRTY-THREE THOUSAND DOLLARS (\$33,000), or such lesser amount as may be approved by the Presiding Judge as being the documented legitimate and prudent expenses Casagrande has incurred in connection with the preparation, filing and prosecution of his application ("Settlement Sum"). Within twenty (20) days after execution of this Agreement and in all events prior to the Presiding Administrative Law Judge acting on the Joint Petition, Scantland shall place in escrow with Reddy, Begley & Martin the sum of Thirty Three Thousand Dollars (\$33,000.00) from which escrow the Settlement Sum will be paid when due. Reddy, Begley & Martin will notify counsel for Casagrande upon receipt of the escrow deposit. Casagrande has the burden of proving the legitimacy of his expenses. Payment shall be made within ten (10) business days following the date on which an order or opinion of the Commission granting the Scantland application becomes a "Final Order." For purposes of this Agreement, a "Final Order" is an order that is no longer subject to

2.

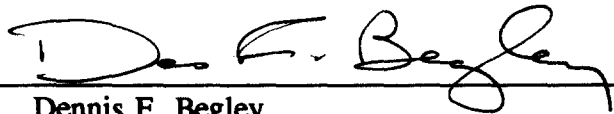
2. Attached as Exhibit A hereto is the settlement agreement between Scantland and Casagrande. This agreement provides for dismissal with prejudice of the Casagrande application in return for monetary payment reimbursing Casagrande his legitimate and prudent expenses incurred in connection with this application, as permitted by FCC rules, up to a maximum of Thirty-Three Thousand Dollars (\$33,000.00). The agreement is executed by both parties, and its effectiveness is expressly conditioned upon prior FCC approval. The agreement includes the Parties' joint declaration under penalty of perjury that their respective applications were not filed for the purposes of reaching or carrying out a settlement and that except as set forth in the settlement agreement, neither party has paid, been paid, promised or received any consideration.

3. Exhibit B hereto is Casagrande's declaration setting out the legitimate and prudent expenses he incurred.

4. Approval of this agreement will be in the public interest, as it will simplify the hearing process and eliminate unnecessary litigation -- conserving the resources of the Parties and the Commission. It will also allow for the prompt initiation of a new FM service to Richmond, Ohio. Therefore, this agreement should be approved.

3.

JANICE M. SCANTLAND

By 
Dennis F. Begley
Matthew H. McCormick

Her Attorneys

Reddy, Begley & Martin
1001 22nd Street, N.W.
Suite 350
Washington, D.C. 20037

ROBERT G. CASAGRANDE

By 
Gene A. Bechtel

His Attorney

Bechtel & Cole, Chartered
1901 L Street, N.W., Suite 250
Washington, D.C. 20036

July 30, 1993

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this ____ day of July, 1993, by and between Janice M. Scantland ("Scantland") and Robert G. Casagrande ("Casagrande") (collectively, the "Parties").

WHEREAS, Scantland has applied to the Federal Communications Commission (the "Commission") for authority to construct a new FM station (the "Station") on Channel 282A at Richwood, Ohio (FCC File No. BPH-920113MC); and

WHEREAS, Casagrande has applied to the Commission for authority to construct facilities on the same channel (FCC File No. BPH-920115ME); and

WHEREAS, the Parties' applications are mutually exclusive with each other and have been designated for comparative hearing in MM Docket No. 93-127, to determine which application should be granted; and

WHEREAS, the Parties wish to avoid further costly and lengthy proceedings before the Commission and possibly the courts, as well as the burden that such proceedings impose upon the Commission's and the courts' staffs and resources; and

WHEREAS, the Parties believe that this Agreement will be in the public interest in that it will resolve the pending proceeding before the Commission, and thereby permit the more prompt initiation of a new FM service to the community of Richwood, Ohio; and

WHEREAS, the obligations of the Parties hereunder are subject to the prior approval of

3.

administrative or judicial reconsideration, review, appeal or stay under applicable statutes and regulations. The Parties agree that, in the absence of any appeal or request for review, an order of the Presiding Administrative Law Judge granting Scantland's application shall become final forty (40) days after the release date shown on that order.

3. No payments, other than the Settlement Sum specified in Paragraph 2, shall be made to Casagrande, and such sum shall be due only upon the tenth (10th) business day following finality of a grant of the Scantland application.

4. Recognizing that this Agreement is expressly subject to the prior consent of the Commission, Scantland and Casagrande shall cooperate with each other and with the Commission by expeditiously providing each other or to the Commission, or both, all additional information that may be necessary or appropriate to comply with Section 73.3525 of the Commission's Rules. The Parties further agree to use their best efforts in the preparation and filing of all documents that may be necessary or appropriate to reach the result contemplated by Paragraph 1 of this Agreement. Each party shall bear its own expenses for the preparation of this Agreement and all supporting documents.

5. Pursuant to Section 73.3525 of the Commission's Rules, the Parties, by execution of this Agreement, declare under penalty of perjury that their respective applications were not filed for the purpose of reaching or carrying out a settlement agreement, and that, except as set forth in this Agreement, neither has paid, been paid, promised or received any consideration in connection with this settlement.

4.

6. The obligations of the Parties are expressly conditioned upon Commission approval of this Settlement Agreement, dismissal of the Casagrande application with prejudice, grant of the Scantland application, and upon each such action becoming a Final Order. In the event each of these actions does not become a Final Order within one year from the date of submission of this Agreement and the Joint Petition, either party may terminate this Agreement.

7. This Agreement is the only agreement between the Parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof and cannot be amended or modified except by an instrument in writing signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. The Parties represent and warrant to each other they are not under any restrictions, contractual or otherwise, which prevent or preclude them from entering into this Agreement and from carrying out their obligations hereunder.

8. The Parties agree that this Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

9. This Agreement shall be construed under the laws of the State of Ohio.

10. Casagrande acknowledges that specific performance shall be an appropriate remedy for his breach of this Agreement in addition to other legal or equitable remedies available under this Agreement or under the laws of the State of Ohio.

11. Each notice, request, statement or other communication to be given hereunder will be in writing and will be sent by first-class mail, postage prepaid, to the party as follows:

5.

IF TO SCANTLAND:

Janice Scantland
Vernon Woods 900 AMBOISE DR.
Post Office Box 10,000
Marion, Ohio 43302

WITH A COPY TO:

Dennis F. Begley, Esquire
Reddy, Begley & Martin
1001 22nd Street, N.W., Suite 350
Washington, D.C. 20037

IF TO SETTLING PARTY:

Robert G. Casagrande
1630 Strathshire
Powell, Ohio 43065

WITH A COPY TO:

Gene A. Bechtel, Esquire
Bechtel & Cole, Chartered
1901 L Street, N.W., Suite 250
Washington, D.C. 20036

or to such other address or to such other person as either party may designate by notice given

5.

IF TO SCANTLAND:

Janice Scantland
Vernon Woods
Post Office Box 10,000
Marion, Ohio 43302

WITH A COPY TO:

Dennis F. Begley, Esquire
Reddy, Begley & Martin
1001 22nd Street, N.W., Suite 350
Washington, D.C. 20037

IF TO SETTLING PARTY:

Robert G. Casagrande
1630 Strathshire
Powell, Ohio 43065

WITH A COPY TO:

Gene A. Bechtel, Esquire
Bechtel & Cole, Chartered
1901 L Street, N.W., Suite 250
Washington, D.C. 20036

or to such other address or to such other person as either party may designate by notice given in writing. Any notice, request, statement, or other communication will be deemed to have been given three days after it was mailed.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the date(s) indicated below.

JANICE M. SCANTLAND

Date: July ____, 1993

By _____
Janice M. Scantland

ROBERT G. CASAGRANDE

Date: July ____, 1993

By  _____
Robert G. Casagrande

DECLARATION

I, Robert G. Casagrande, under penalty of perjury, declare the following to be true and correct of my personal knowledge and belief:

1. I am an applicant for construction permit for a new FM broadcast station in Richwood, Ohio. No agreement has been made for the payment of consideration to me, directly or indirectly, for dismissal of my application except in the written agreement between Mrs. Scantland and me that is being filed with the FCC. My application was not filed for the purpose of reaching or implementing any settlement agreement. I expended substantial moneys and incurred substantial obligations in a serious effort to secure a construction permit for the Richwood FM station. However, it has become obvious that an extended and expensive litigation will take place in the matter, and I have concluded that it is in my best interests to terminate that litigation and recoup a major part of my expenses. That will also serve the public interest by bringing a new radio service to Richwood and environs at a much earlier date.

2. I have incurred the following legitimate and prudent expenses and obligations in the filing and prosecution of my Richwood application, initially filed as the application of Mrs. Casagrande and myself:

A. FCC application filing fee in the amount of \$2,030.00.

B. FCC hearing fee in the amount of \$6,760.00.

C. Legal fees to the law firm, Arent, Fox, Kintner, Plotkin & Kahn, Washington, D.C., in the amount of \$4,460.24 (supporting evidence attached as Exhibit A).

D. Legal fees to the law firm, Bechtel & Cole, Chartered, Washington, D.C., in the amount of \$13,175.65 (supporting evidence attached as Exhibit B).

E. Engineering fees to the firm, John E. Battison, P.E., and Associates, Loudonville, Ohio, in the amount of \$4,600.00 for the preparation of the engineering portions of the initial application and an amendment of the application (supporting evidence to be furnished shortly).

F. Fee to the firm, Page Engineering, Inc., Marysville, Ohio, in the amount of \$116.00 for transmitter site survey for FAA/FCC purposes (supporting evidence attached as Exhibit C).

G. Fees to Mark Litton Consulting Services, Powell, Ohio, (i) in the amount of \$832.00 for work in helping to locate and secure a transmitter site, (ii) in the amount of \$2,400.00 for engineering review and report for WNRJ-AM and WWHT-FM for my response to the petition to enlarge issues, and (iii) in the

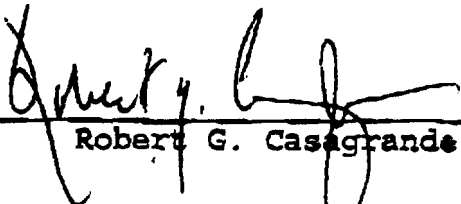
amount of \$1,914.00 for other research for my response to the petition to enlarge issues (supporting evidence attached as Exhibit D). Mr. Litton is a career broadcast engineer who provides consulting services to various radio and television station clients.

H. Fees to the Richwood Gazette in the amount of \$94.80 for publication of legal notices of the filing of the application and the designation for hearing (supporting evidence attached as Exhibit E).

I. Fees to Jet Copters, Inc., Columbus, Ohio, in the amount of \$1,662.50 for lease of a helicopter for three trips to Richwood to (i) establish the local public file, (ii) check on a transmitter site and (iii) check on the public file at the time of designation for hearing (supporting evidence attached as Exhibit F). Mr. Casagrande is a helicopter pilot who flies helicopters in the course of his employment and who also leases and flies helicopters in the course of his business and personal activities. While the nominal cost of such leasing exceeds the cost of other travel accommodations, this is offset by the savings in the time of Mr. Casagrande, who is in the extraordinary position of being able to fly the helicopter himself and not incur the additional expense of hiring pilots for the trips.

J. Miscellaneous expenses in the amount of \$235.00 for long distance telephone, Federal Express, cellular telephone and facsimile charges.

K. The foregoing items total \$38,280.19.


Robert G. Casagrande

June 30, 1993

EXHIBIT A

ARENT FOX: CASAGRANDE BILLING

TOTAL AMOUNT BILLED TO CASAGRANDE: \$4735.74
(through July 31, 1992)

LESS BILLINGS FOR OTHER MATTERS:

Tillotson:	.4 hrs @ \$280 per hour =	\$112.00
Marshall:	.3 hrs @ \$185 per hour =	\$ 55.50
Smith:	.8 hrs @ \$75 per hour =	\$ 60.00
Gale:	.2 hrs @ \$240 per hour =	\$ 48.00
		=====

Total deductions: \$275.50

AMOUNT BILLED LESS ABOVE DEDUCTIONS: \$4460.24

ARENT FOX KINTNER PLOTKIN & KAHN

1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

Telephone: (202) 857-6000 Telecopy: (202) 857-6395

. HOLLY CASEGRANDE
30 STRATHSHIRE HALL PLACE
WELL, OH 43065

Invoice Number 219981
Invoice Date 03/04/92
Client Number 16046
Matter Number 00000

PROFESSIONAL SERVICES RENDERED: THROUGH 31 JAN 1992

Date	Aty	Hours
/13/92	SAM REVIEW 301 RICHWOOD 301 FOR LETTER PERFECT STANDARDS AND CONF W/DVH RE SAME	1.0
/14/92	SAM CONFERENCE W/DVH AND REVIEW AND SUPERVISE FILING OF 301 FOR DVH	0.9
	ATTY TOTAL	1.9*
/03/92	DFV Telephone re CP application for Richwood FM channel	0.4
/07/92	DFV Preparation of Richwood, Ohio FM application	1.0
/10/92	DFV Telephone re Richwood CP application	0.2
/14/92	DFV File Richwood, Ohio CP application	0.3
/17/92	DFV Prepare instructions re LPN for Richwood CP application	0.5
/31/92	DFV Telephone with Rob re LPN requirements; MX applicants	0.2
	ATTY TOTAL	2.6*
/07/92	RNG TELEPHONE RE EEO suit	0.2
	ATTY TOTAL	0.2*
/27/92	KMS Res. re competing apps. for FM in Richwood, OH P/C from and meeting w/Dan Van Horn	0.8
/28/92	KMS Res. re Richwood OH app. P/C to Dan Van Horn	0.5
	ATTY TOTAL	1.3*
TOTAL HOURS		6.0

deduct

046 MS. HOLLY CASEGRANDE
000 GENERAL
MAR 1992

Invoice Number 219981
Page 2

TORNEY TIME SUMMARY:

Torney	Hours
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AREN FOX KINTNER PLOTKIN LAHN

1050 Connecticut Avenue, N.W.

Washington, D.C. 20036-5339

Telephone: (202) 857-6000 Telecopy: (202) 857-6395

Taxpayer Identification Number: 53-0214923

FILE

MS. HOLLY CASAGRANDE
1630 STRATHSHIRE HALL PLACE
POWELL, OH 43065

Invoice Number 226591
Invoice Date 05/26/92
Client Number 16046
Matter Number 00000

IAE

Re: GENERAL

FOR PROFESSIONAL SERVICES RENDERED: THROUGH 30 APR 1992

Date	Attorney		Hours	Value
02/18/92	VAN HORN	telephone with Rob Case re FM Freeze proposal	0.2	50.00
02/19/92	SMITH	Res. re Richwood, OH application for new FM	0.3	22.50
02/25/92	SMITH	Research re app. for new FM in Richwood, OH	0.3	22.50
02/28/92	SMITH	Checked update for new FM in Richwood	0.3	22.50
03/03/92	SMITH	Res. re app. for FM in Richwood, OH	0.3	22.50
03/06/92	SMITH	Checked for app. for new FM - Richwood, OH	0.3	22.50
03/19/92	SMITH	Checked for change in status of apps. for new FM in Richwood, OH	0.3	22.50
03/24/92	SMITH	Res. re apps. for new FM in Richwood, OH	0.3	22.50
03/26/92	TILLOTSON	Data Base search to check status of Richwood filings	0.1	28.00
04/21/92	TILLOTSON	Conf Van Horn re integration amendment	0.2	56.00
04/24/92	MARSHALL	Conference with David Tillotson re need for Canadian border power engineering amendment for Richwood, OH 301 and research rules re same	0.8	148.00
04/24/92	TILLOTSON	Review competitor engineering amendment and conference with Marshall re need and timing for amendment to Casagrande application to reduce power to maximum permitted	0.3	84.00

16046 MS. HOLLY CASAGRANDE
00000 GENERAL
05/26/92

Invoice Number 226591
Page 2

Date	Attorney		Hours	Value
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04/24/92	SMITH	Research re application for new FM in Richwood, OH; Obtained copy of engineering amendment to application filed by Baldwin; P/C with Dan Van Horn. Meeting with David Tillotson	1.0	75.00
04/27/92	MARSHALL	Telephone with Holly Casagrande re need for engineering and integration amendment	0.3	55.50
04/27/92	SMITH	Obtained copy of application for new FM in Richwood, OH filed by Janice Seatland. Phone call and meeting with Susan Marshall	1.0	75.00
04/28/92	MARSHALL	Work on Richwood, OH acceptability amendment and telephone with John Battison re same	0.6	111.00
04/28/92	TILLOTSON	Telephone Rob Casagrande re need to amend technical proposal and integration proposal.	0.2	56.00
04/28/92	SMITH	Obtained copy of application filed by Baldwin for new FM in Richwood, OH. Meeting with Susan Marshall.	0.8	60.00
04/29/92	MARSHALL	Telephone with Robert Casagrande re his attempt to obtain new site for 3 kw Richwood, OH location, review and fax materials re same and telephones with Robert Casagrande re evidence of reasonable assurance of same	1.6	296.00
04/30/92	MARSHALL	Conference with D. Tillotson re site certification assurance letter and Fax same; telephones with Robert Casagrande re integration proposal and new site, telephone with John Battison re same; conferences with D. Tillotson re same; work on amendment and telephones with Robert Casagrande re information for same	2.9	536.50
04/30/92	TILLOTSON	Conference with Susan Marshall, telephone Robb 2x re new site, integration proposal, competitors.	0.8	224.00
TOTAL HOURS			12.9	

ATTORNEY TIME SUMMARY:

Attorney	Hours	Rate	Value
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DF TILLOTSON	1.6 at	\$280 =	448.00
SA MARSHALL	6.2 at	\$185 =	1,147.00

16046 MS. HOLLY CASAGRANDE
00000 GENERAL
05/26/92

Invoice Number 226591
Page 3

Attorney	Hours	Rate	Value
DF VAN HORN	0.2 at	\$250 =	50.00
KM SMITH	4.9 at	\$75 =	367.50

FOR DISBURSEMENTS AND CHARGES:

LONG DISTANCE TELEPHONE	24.96
DUPLICATING SUMMARY	6.40
TELECOPIER	87.00

TOTAL BALANCE DUE UPON RECEIPT \$2,130.86

All invoices are due upon receipt.

Balance due reflects payments received through invoice date.

Any time, disbursements, and charges relating to this matter not shown above will appear on next month's bill.

ARE FOX RINTNER PLOTRIN NATH

1050 Connecticut Avenue, N.W.

Washington, D.C. 20036-5339

Telephone: (202) 857-6000 Telecopy: (202) 857-6395

Taxpayer Identification Number: 53-0214923

MS. HOLLY CASAGRANDE
1630 STRATHSHIRE HALL PLACE
POWELL, OH 43065

Invoice Number 228496
Invoice Date 06/19/92
Client Number 16046
Matter Number 00000

LAE

Re: GENERAL

FOR PROFESSIONAL SERVICES RENDERED: THROUGH 31 MAY 1992

Date	Attorney		Hours	Value
05/01/92	TILLOTSON	Review amendment to application.	0.1	28.00
05/01/92	MARSHALL	Telephone with Rob Case, work on amendment for transmittal to Case, conference with David Tillotson re same and review engineering portion of same amendment	1.7	314.50
05/04/92	MARSHALL	Prepare Richwood, OH amendment for filing	1.6	296.00
05/05/92	SMITH	Phone call from Susan Marshall. Research re amendments to applications for new FM in Richmond, OH.	0.5	37.50
05/05/92	MARSHALL	Telephone with Rob Case re Richwood, OH 301 amendment	0.3	55.50
05/06/92	SMITH	Research re applications for new FM	0.3	22.50

16046 MS. HOLLY CASAGRANDE
00000 GENERAL
19 JUN 1992

Invoice Number 228496
Page 2

Date	Attorney		Hours	Value
05/08/92	SMITH	Research re amendments to applications for FM in Richwood, OH re new FM at Columbus, OH. Meeting and phone call with Susan Marshall.	1.5	112.50
05/08/92	TILLOTSON	Telephone Casagrande re interest in Brightness construction permit and feasibility of educational channel acquisition and swapping with educator on commercial; Conference S. Marshall re educational acquisition proposal	0.4	112.00
05/11/92	SMITH	Checked for amendments to applications for new FM in Richwood, OH.	0.3	22.50
05/28/92	SMITH	Checked one last time for amendments to applications for a new FM at Richwood, OH	0.3	22.50
TOTAL HOURS			7.9	

deduct 0.8 (circled) points to 1.5 hours
deduct (circled) points to 0.4 hours

ATTORNEY TIME SUMMARY:

Attorney	Hours	Rate	Value
DF TILLOTSON	0.5 at	\$280 =	140.00
SA MARSHALL	4.2 at	\$185 =	777.00
KM SMITH	3.2 at	\$75 =	240.00

CURRENT FEES

1,157.00

FOR DISBURSEMENTS AND CHARGES:

05/31/92	LONG DISTANCE TELEPHONE	3.54
05/31/92	MESSENGER	11.00
05/31/92	DUPLICATING SUMMARY	16.20
05/31/92	DATA BASE SEARCH	11.66
05/31/92	FREIGHT & POSTAGE	8.00
05/31/92	TELECOPIER	34.50

CURRENT DISBURSEMENTS AND CHARGES

84.90

TOTAL AMOUNT OF THIS INVOICE

\$1,241.90

16046 MS. HOLLY CASAGRANDE
00000 GENERAL
19 JUN 1992

Invoice Number 228496
Page 3

PRIOR BALANCE DUE \$2,130.86

TOTAL BALANCE DUE UPON RECEIPT -----
\$3,372.76
=====

All invoices are due upon receipt.
Balance due reflects payments received through invoice date.
Any time, disbursements, and charges relating to this matter not shown above will appear on next month's bill.

ARE. : FOX KINTNER PLOTKIN : KAHN

1050 Connecticut Avenue, N.W.

Washington, D.C. 20036-5339

Telephone: (202) 857-6000 Telecopy: (202) 857-6395

Taxpayer Identification Number: 53-0214923

MS. HOLLY CASAGRANDE
1630 STRATHSHIRE HALL PLACE
POWELL, OH 43065

Invoice Number 233186
Invoice Date 08/28/92
Client Number 16046
Matter Number 00000

LAE

Re: GENERAL

FOR PROFESSIONAL SERVICES RENDERED: THROUGH 31 JUL 1992

Date	Attorney		Hours	Value
06/25/92	TILLOTSON	Telephone Rob Casagrande re settlement offer	0.1	28.00
07/06/92	MARSHALL	Telephone with Rob Case regarding need to file hearing fee for OH FM and direct Case regarding same	0.7	129.50
TOTAL HOURS			0.8	

ATTORNEY TIME SUMMARY:

Attorney	Hours	Rate	Value
DF TILLOTSON	0.1 at	\$280 =	28.00
SA MARSHALL	0.7 at	\$185 =	129.50

FOR DISBURSEMENTS AND CHARGES:

POSTAGE	5.74
LONG DISTANCE TELEPHONE	5.65
DUPLICATING SUMMARY	4.34
TELECOPIER	6.00

TOTAL AMOUNT OF THIS INVOICE

\$179.23

16046 MS. HOLLY CASAGRANDE
00000 GENERAL
28 AUG 1992

Invoice Number 233186
Page 2

PRIOR BALANCE DUE \$2,392.26

TOTAL BALANCE DUE UPON RECEIPT -----
\$2,571.49
=====

All invoices are due upon receipt.
Balance due reflects payments received through invoice date.
Any time, disbursements, and charges relating to this matter not shown above will appear on next month's bill.

EXHIBIT B

DECLARATION

I, Gene A. Bechtel, declare under the penalty of perjury that the following information is true and correct of my best knowledge and belief:

1. During the period commencing in July 1992 and concluding at the close of business July 11, 1993, I devoted the following number of hours to representation of Mr. Casagrande in his application for Richwood, Ohio:

Third quarter 1992:	1.5 hours
Fourth quarter 1992:	1.8 hours
First quarter 1993:	None
April 1993:	None
May 1993:	10.0 hours
June 1993:	19.4 hours
July 1-11, 1993:	47.5 hours

This totals 80.2 hours, billed at \$150 per hour, which comes to \$12,030.00. For various reasons, we reduced our billing for such time by the aggregate amount of \$645.00. Accordingly, our net billing to Mr. Casagrande for such time was \$11,385.00.

2. During the same period of time, Ann C. Farhat of the same firm devoted 3.0 hours to the matter at either \$125 or \$140 per hour and legal assistants devoted 15.7 hours to the matter at \$40 per hour. The total billings for this time came to \$1,043.50.

3. During the same period of time and for the same matter, our firm incurred disbursements for telephone, telecopier, xerox, printing, postage and overnite delivery in the amount of \$747.15.

4. The total amount of our billings to Mr. Casagrande in the matter, described in ¶¶1-3, comes to \$13,175.65.


Gene A. Bechtel

July 28, 1993